

The 30(b)(6) Deposition of  
**Lacaze Land Development, LLC**

Through  
**MICHAEL LACAZE**

In the Matter of  
**LACAZE LAND DEVELOPMENT**  
VS  
**DEERE & COMPANY, INC., ET AL**

Taken On  
**NOVEMBER 12, 2020**





1 Q And the problem was a wiper motor binding?

2 A Yes, sir, that's correct.

3 Q And what was wrong with the wiper motor?

4 A He -- the tech did not -- he didn't tell me. He  
5 just changed it out.

6 Q Did it just stop working or was there anything  
7 that happened to it in connection with work or  
8 what?

9 A No, sir. There was no damage to it. It just  
10 quit working.

11 Q And the tech changed it out and that was covered  
12 by warranty; is that correct?

13 A Yes, sir.

14 Q All right. Let's take a look at 2019/3/26.  
15 This looks like a service to replace a turbo  
16 boot; correct?

17 A Yes, sir.

18 Q What was the problem you were having there?

19 A Loud noise coming from the turbo.

20 Q And when did that begin relative to this service  
21 being done on March 26, 2019?

22 A It's impossible for me to answer an exact time  
23 and date.

24 Q All right. That one maybe you can just give me  
25 an estimate. Did it happen one day and did it



1 shut down and then you called for service, or  
2 did you work it for awhile before --

3 A No. Any time I had an issue, I immediately  
4 called for service or brought the machine in.

5 Q Do you recall what type of job you were working  
6 on at this time?

7 A Probably a mulching job.

8 Q Do you know who it was for?

9 A No, sir, I don't.

10 Q Do you recall what type of materials you might  
11 have been mulching in terms of trees,  
12 underbrush, pine, oak, et cetera?

13 A No, sir, I don't.

14 Q Was this problem corrected by Doggett for you?

15 A Yes, sir.

16 Q And it again was charged to the warranty?

17 A Yes, sir.

18 Q So you didn't pay anything out of pocket for it?

19 A No, sir.

20 Q All right. Let's look at 2019/06/20. Do you  
21 recognize this again as a warranty job that was  
22 done by Doggett for you?

23 MR. PHARIS:

24 Did you mark the last one?

25 MR. LAVELLE:



1 Q And which air filters are you talking about?

2 A The engine air filter.

3 Q Are there more than one air filter?

4 A There is a small air filter that goes inside of  
5 the big air filter, and it's all inside of one  
6 unit.

7 Q Would you do any other cleaning in terms of the  
8 cooling package?

9 A I would wash it out on the weekends and blow it  
10 out daily.

11 Q When you say blow it out, what were using to  
12 blow it out?

13 A Compressed air.

14 Q Did you keep any records, any logs books, things  
15 of that nature regarding that maintenance?

16 A No, sir.

17 Q Was this machine used every day of your work  
18 week?

19 A Yes, sir, it was.

20 Q And about how many hours a day?

21 A Eight to ten.

22 Q You would use the machine eight to ten hours a  
23 day every day?

24 A (No verbal response).

25 Q I'm sorry, I didn't hear you.



1 A Yes, sir, that's correct.

2 Q All right. And were you working it five days a  
3 week?

4 A Whenever it was running.

5 Q Well, I mean were you running the machine five  
6 days a week?

7 A I have the work -- I have the work to run the  
8 machine five days a week.

9 Q Going back to when you first bought the machine  
10 in August 31st, 2018 to the time you said you  
11 quit using it in March or April of this year,  
12 was that machine constantly in use?

13 A Are you talking about the previous machine or  
14 this machine?

15 Q This machine.

16 A If it was -- if it was dry weather and not too  
17 muddy and not in the shop, the machine worked.

18 Q I know you told me that the tornado that came in  
19 December of 2019 blew away a lot of the paper or  
20 receipts and invoices you had for your work and  
21 for the maintenance on this machine; is that  
22 correct?

23 A Yes, sir.

24 Q But do you have any of that electronically in  
25 terms of maybe credit card accounts or --



1 with anyone from Deere concerning this machine  
2 or the mulcher?

3 A No, sir.

4 Q Was this mulcher the same mulcher that was on  
5 the prior machine, or was it new when you bought  
6 this machine?

7 A No, it's the same one from the prior machine.

8 Q What problems have you experienced with this  
9 mulcher?

10 A Repetitive mulching pump failure inside the  
11 head.

12 Q All right. You said repetitive. How many times  
13 has that been repaired?

14 A Under warranty, I believe, five or six times  
15 since it was --

16 Q Going back to the first machine?

17 A Yes, sir.

18 Q And did the repair always involved replacement  
19 of a pump or something else?

20 A Yes, sir. It was complete replacement.

21 Q Was that always covered under warranty?

22 A Yes, sir.

23 Q What about the Titan machine invoice, which  
24 we've heard about but haven't seen, do you know  
25 where that is?



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CERTIFICATE

This certification is valid only for a transcript accompanied by my original signature and original required seal on this certificate.

I, SANDRA MARY SHANNON, Certified Court Reporter in and for the State of Louisiana, as the officer before whom this testimony was taken, do hereby certify that MICHAEL RYAN LACAZE, after having been duly sworn by me upon authority of R.S. 37:2554, did testify on the 12th day of November 2020, at Alexandria, Louisiana, as hereinbefore set forth in the foregoing 124 pages; that this testimony was reported by me in the stenomask reporting method, was prepared and transcribed by me or under my personal direction and supervision, and is true and correct to the best of my ability and understanding; that the transcript has been prepared in compliance with the transcript format guidelines required by statute and rules of the board; that I am informed about the complete arrangement, financial or otherwise, with the person or entity making arrangements for deposition services; that I have acted in compliance with the prohibition on contractual relationships, as defined by Louisiana



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11 no way concerned with the outcome thereof.

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Sandra Mary Shannon, CCR, #2017014  
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## REPORTER'S PAGE

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